

## AGREEMENT

THIS AGREEMENT dated this 3rd day of October, 2005, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and LEWIS, LONGMAN & WALKER, P.A., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure these services, the County has sought and received competitive bids proposals from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to assist the Board of County Commissioners in enhancing the County's state legislative program as approved by the Board each year and as outlined on Attachment # 1. Services will be in accordance with the specifications for Leon County Request for Proposals # BC-07-30-02-43, said RFP being incorporated into this agreement as if fully set out herein.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The contract shall be for a period of one (1) year, commencing on October 10, 2005, and shall continue until October 6, 2006.

4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as annotated in the payment schedule on attachment #1. A total sum not to exceed \$40,000.00 for the work and acceptance of it as satisfactory.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services according to the following payment schedule:

10/31/05	\$6,500	2/28/06	\$6,500
11/30/05	\$6,500	3/31/06	\$6,500
12/31/05	\$6,500	9/20/06	\$1,000
1/31/06	\$6,500		

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

9. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

13. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

14. TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract.

by mailing a notice of termination to the seller.

Attachment # 6  
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15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

16. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: [Signature] BY: David E. Ramba  
Vice - President  
WITNESS: [Signature] DATE 9/28/05

(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2005.

By David E. Ramba, of Lewis Longman + Walker,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida corporation, on behalf of the corporation.  
(State or place of incorporation)

He/she is personally known to me, or has produced \_\_\_\_\_ as  
identification. (type of identification)

Cathy Thomas  
Signature of Notary  
CATHY THOMAS  
Print, Type or Stamp Name of Notary



Cathy Thomas  
Commission # DD402639  
Expires April 20, 2009  
Bonded Troy Fain - Insurance, Inc. 800-385-7015

Serial Number, If Any

Attachment # 6  
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LEON COUNTY, FLORIDA

Attachment # 6  
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BY: [Signature]  
Cliff Thasell, Chairman  
Board of County Commissioners

DATE: 7/29/05

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: [Signature]

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: [Signature]  
Herbert W.A. Thiele, Esq.  
County Attorney

**ATTACHMENT # 1**

Leon County Legislative Program -The Consultants will assist in enhancing the Board of County Commissioner's state legislative program. The Consultant will assist the County in identifying legislative opportunities and assist in the development of the County's annual list of goals, priorities and specific proposals to seek appropriation and/or legislative and administrative remedies to strengthen county programs and services. The consultant will work closely with the County's liaison, designee(s), and other County contract lobbyists (as applicable) in the development and ongoing implementation of the program and will provide, at a minimum, the following services:

Meet with County staff and elected officials to assist in the development of the County's annual list of goals, priorities and specific proposals. Identify which of the goals, priorities and specific proposals could be addressed through the legislative process and assist in developing written material on each request.

Lobby legislators, as well as work with their staff, and state government officials to gain support for passage of Leon County projects through the legislative process.

Advocate with the Leon County Legislative Delegation as well as other key members of the Legislature and state agencies in support of the County's goals, priorities and proposals.

Advocate state agency officials to include applicable County appropriation requests as part of the agency budget.

Lobby the Executive Branch to ensure that Leon County projects receive the Governor's approval.

Regularly provide County staff and the Board of County Commissioners with any new information and actively seek opportunities to enhance the County's state legislative program and provide options as to legislative strategy when necessary.

revise the County's state legislative program as needed, and as requested by the Board of County Commissioners through County staff.

Monitor and analyze current state legislation and the budget process and report to the County, both orally and in writing, any legislative events that may directly or indirectly impact the County. Attend meetings as necessary.

At the end of each week during session by Friday, 5 PM, provide the County liaison with a report of the past week's activities affecting the County's substantive and appropriations issues and any other issues that could positively or negatively impact the County.

Monitor various state agency actions for potential impact on Leon County and, in the event that action is needed, advise the County.

Testify before legislative committees as appropriate.

At the conclusion of the session, prepare a final report, including the final status of the County's priorities and a summary of the impact of major legislative changes to Leon County